Branch Network

Sindh
Ghotki, Hyderabad, Karachi, Kandhkot, Larkana, Mirpurkhas, Nawabshah, Shahdadkot, Sukkur

Punjab
Ahmedpur (East), Arifwala, Attock, Bahawalnagar, Bahawalpur, Bhalwal, Burewala, Chakwal, Chichawatni, Chishtian, Daska, Depalpur, DG Khan, Dina, Faisalabad, Gojra, Gujar Khan, Gujranwala, Gujrat, Haroonabad, Hasilpur, Haveli Lakha, Jehlum, Jhang, Khanewal, Khanpur, Kharian, Kot Addu, Kasur, Lahore, Lalamusa, Liaqatpur, Mandi Bahauddin, Mian Chunnu, Multan, Okara, Pakpattan, Patoki, Rabwah, Rahim Yar Khan, Rawalpindi, Renala Khurd, Sadiqabad, Sahiwal, Sarai Alamgir, Sargodha, Sialkot, Talagang, Toba Tek Singh, Vehari, Wazirabad, Yazman Mandi

Khyber Pakhtunkhwa
Abbottabad, Bannu, Buner, Charsadda, DI Khan, Haripur, Kohat, Mansehra, Mardan, Nowshera, Peshawar, Rawat, Swat

Balochistan
Quetta, Turbat

Federal Capital
Islamabad

Azad Jammu & Kashmir
Chaksawari, Dudial, Mirpur

Northern Areas
Chillas Diamer, Dassu, Gilgit, Skardu

Registered Office
Faysal House
ST - 02, Shahrah-e-Faisal
Karachi, Pakistan

faysalbank

Call 24/7
111 06 06 06
or visit www.faysalbank.com for details.

BlackBOX

RB-CRF-10-2017

Faysal Bank Customer Relationship T&C

کسٹمر ریلیشن شپ شرائط وضوابط

www.faysalbank.com 111 06 06 06 **Bank on Ambition**

General Terms Governing the Opening and Operation of Account(s) Version: T&C 3.2.01.17

Definitions and abbreviations:

These terms and conditions are consistent with Code of Banking practices, issued vide CPD Circular no. 2 of 2015

In these terms and conditions, following are the definitions of certain words and abbreviations used:

"1 Link": 1Link (Guarantee) Limited, a consortium of major Banks that owns and operates the shared financial services network in Pakistan through which CARDHOLDER may use his / her CARD.

"M-Net": Another shared financial services network in Pakistan through which CARDHOLDER may use his / her CARD.

"Account": Means a Rupee or a Foreign Currency Bank Account maintained by a Customer with the Bank All references that refer to singular shall be deemed to include plural.

"Account Holder": Means a person(s) who maintain(s) one or more Accounts with the Bank.

"Account Information": Means information pertaining to the Account(s) maintained by the Customer with the Bank.

"Alternate Channel": Means Customer touch point other than BRANCH, including but not limited to ATM, Mobile, Internet, POS, Call Center, Phone Banking etc through which transactions / instructions / or requests can be performed or taken.

"ATM": Means Automated Teller Machine installed and operated by the Bank in Pakistan and / or abroad and / or Automated Teller Machines of Banks participating in the Linked Network and / or the Automated Teller Machines of Banks or financial institutions in Pakistan and / or abroad where Card is accepted.

"Bank": refers to Faysal Bank Limited acting through its Islamic Banking Division.

"Branch": An office of Faysal Bank authorized to conduct Customers' Islamic Banking transactions."

"Beneficiary": Means the recipient of funds or other services as prescribed by the sender of funds, who may also be the ACCOUNT HOLDER.

"Business Day": Means a day when the relevant branch of the Bank is open to conduct commercial Banking business.

"Card": ATM/VISA/China UnionPay/PayPak Debit Card issued by the Bank and may also include any other card issued by the Bank at any time. The term CARD includes a Supplementary Card issued by the Bank to a Supplementary CARD HOLDER in accordance with the terms hereof.

"Card Holders": Means an Account Holder maintaining an Account with the Bank and to whom a CARD is issued or the SUPPLEMENTARY CARD HOLDER.

"Card Transaction": Means any transaction made through the CARD and includes without limitation, fees debited by the Bank or other Banks to effect the said transaction.

"CDM": Means a Cash Deposit Machine.

"Customer": Means a person, firm, company or any other institution, who maintains one or more account(s) with the Bank. In this document all reference to the Customer being referred in masculine gender shall be deemed to include the feminine gender. All references that refer to singular shall be deemed to include plural.

"Designated Utility Provider": Means the utility provider which has given access to the Bank to its Customer database, thereby enabling the Bank to make direct payments to it on behalf of its Customers.

"Drop Box": Means a designated deposit box of the Bank for Customers to deposit cheques for clearing / processing.

"e-Statements": Electronic Statement of Account" means Customer's periodic statement of account sent by the Bank through Email.

"Funds Transfer": Means transfer of funds from an Account maintained in the Bank to another Account maintained at the Bank or another Bank.

"Internet banking" or "Internet Banking Service": refers to the banking service offered by Faysal Bank through the use of Internet.

"IVR": Means Interactive Voice Response, a system that allows user keypad input for various transactions and instructions and responds accordingly.

"Linked Account(s)": Means a specific Account or more than one Account, which is linked to the Card, Mobit Internet Banking, Internet Banking or any other service provided through Alternate Channel at the request of the Customer by the Bank

"Merchant": Means any person supplying goods and / or services and / or other benefits who accepts the CARD as means of payment.

"MOBIT Internet Banking": Shall mean banking facility provided to the Customers through the use of mobile phone.

"Mobile Phone Number": Shall mean the mobile number that has been used by the Customer to register for any banking service. This number may keep on changing as advised by customer from time to time.

"Phone Banking": Means banking services offered by the unit of the Bank that is accessible by way of phone, for various types of transactions and to take instructions from Account Holder. This also includes services offered through IVR.

"Payments": shall mean any payment by a Customer via transfer of funds from the Account(s) held by the Customer to third party accounts or bill payments. The Bank may at its sole and exclusive discretion confine this facility only to certain permitted Customers or may extend it from time to time to be generally available to all Customers.

"Personal Information": Refers to the information provided by the Customer to Faysal Bank.

"PIN": Means the confidential Personal Identification Number allocated to the CARD HOLDER by the Bank or chosen by the CARD HOLDER from time to time. The term PIN would also include ATM PIN, Transaction (T-PIN), Mobile (M-PIN) and One Time Password - OTP-PIN

"Post": Means any means of delivery of statements, advices or any other documents the Customer.

"SBP": Means the State Bank of Pakistan.

"SMS": Means short message service which includes the storage, routing and delivery of alphanumeric messages over GSM / TDMA telecommunications system.

"Telco": Means the cellular phone company which has entered into agreement with the Bank for the purposes of providing mobile phone banking facilities to the Customers.

"Terms": refers to terms and conditions mentioned herein.

"POS" or "POS Terminals": Means point of sale electronic terminals at Merchant Service / Retail Outlet(s), enabling the CARD HOLDER to use the CARD to access funds in the Account or Linked Accounts held with the Bank to make a purchase.

"Supplementary Card Holder": Means a person to whom a Supplementary Card is issued by the Bank at the request of the ACCOUNT HOLDER.

"VISA", "China UnionPay", and "PayPak": Means global service provider networks for ATMs and POS machines where CARD HOLDER may use ATM/POS Services.

In consideration of Faysal Bank Limited (the Bank) providing me / us such financial services as may be requested by me / us from time to time, I / we agree that the terms and conditions contained herein below shall be binding upon me / us with respect to the Account(s) specified in the Account Opening Form or any other Account that may be opened by me / us with the Bank hereafter (the "Account").

1. I / We agree that any special features of a newly introduced product of the Bank may not apply generally to any and all accounts and or facilities of the Bank and neither I nor any of us would be legally or commercially entitled to bind the Bank to extend such extra facility to my / our Account. The special features of a newly introduced product of the Bank shall be treated as a part of Terms and Conditions of that particular Account / Product. If any of the special features of a newly introduced product proves to be contrary to General Terms and Conditions applicable to all accounts, the special features shall prevail over the latter as if they were a part of the same for that particular account or facility, other terms and conditions remaining the same.
2. The Bank may at any time, and from time to time, at its discretion assert a lien and / or may consolidate all accounts in which I / we am / are a signatory and set-off the amounts available in any such Account against the liability of a corresponding amount in any other Account.
3. I / We undertake that the title of Account is in my / our name or of a business concern of which I am sole proprietor/partner/director and authorize you until I / we give you notice in writing to the contrary, to honour and pay to the debit of such Account all cheques, drafts and orders, all bills accepted and all notes made when signed / endorsed by me / us provided that there is sufficient balance available in the Account.
4. I / We agree to always maintain the minimum balance in my / our Account as is required by the Bank from time to time. The Bank reserves the right to deduct minimum balance charges from the Account at the prevailing rate in case Customer fails to meet this requirement.
5. I / We agree that the Bank shall only be liable to make payment of any amounts due to me from time to time in the currency of such liability and from the Branch where such Account is maintained. The Bank shall be under no liability to make payment to me of any amount, which may otherwise be due to me, in either any other currency or at / from any other Branch. The Bank shall not be liable for unavailability of above mentioned funds and any return thereon due to any cause beyond the control of the Bank and in such circumstances, either the Head Office or any other Branch, Subsidiary or affiliate of the Bank shall not be liable in respect thereof.
6. I / We agree that any notice or letter sent by the Bank through the post at the address given or notified by me / us shall be deemed to be duly delivered to and received by me / us at the time it would have been delivered in the ordinary course of postage delivery.
7. I / We agree that any or all funds belonging or purporting to belong to me / any or all of us including without limitation the proceeds of any or all finances and / or discounts which may be made by the Bank to or for the Account of myself / any or all of us which may come into the Bank's possession at any time(s) may be deposited, at your discretion, to the credit of the Account.
8. That in the case of Joint Accounts, the following provisions shall, inter alia, apply:
    a) That each of us hereby authorizes and empowers the other of us (i) to endorse and deposit for credit to the Account any and all cheques, drafts, notes or other instruments for the payment of money, payable or purporting to be the payment of money, payable or purporting to belong to any of us and should any such instrument(s) be received by the Bank without being so endorsed the Bank is hereby authorized in absence of contrary instructions to credit the Account, and (ii) to

issue to the Bank stop payment instructions with respect to any cheque or payment instructions which may be drawn hereunder against the Account.

b) That the Bank may act on instructions issued by any of us unless instructions to the contrary are given by us in writing to the Bank requiring joint signatory operation. If prior to acting on instructions received from one signatory where the Account is operated with single authority, the Bank receives contradictory instructions from another signatory, the Bank may, at its absolute discretion, only act on the instructions of all signatories notwithstanding that any relevant existing mandate or instructions specify otherwise.

c) In the event of death of any of us the Bank may continue to act from time to time in reliance upon any signing authority conveyed to the Bank until the Bank shall have received notice of death in writing from or on behalf of any of us and a death certificate is issued by a competent public functionary or evidence satisfactory to the Bank has been provided to the Bank. In the event of death of any of us, so established, the Bank shall treat the balance amount outstanding as being the property of the survivor(s) of us.

9. The Bank is authorized to debit the Account for any cost, expenses, duties, taxes, levies, as may, from time to time, be incurred, levied and / or paid by the Bank in respect of any transaction or relationship pertaining to me / us.

10. The Bank may debit the Account with any amount payable by me / us to the Bank, whether such Account, for the time being is in credit or overdrawn or may become overdrawn in consequence of such debit. I / we agree:

a) Subject to Para (b) below, in case the Account is / or may by such debit become overdrawn the amount so overdrawn shall be a "Finance" within the meaning given in the Financial Institutions (Recovery of Finances) Ordinance 2001 or any other applicable enactment from time to time and I / we agree to pay to the Bank such mark-up as would have been payable by me on such finance been provided to me by retirement of a bill of such amount on demand or at such offer rate as the Bank may specify. Alternatively, the Bank may charge a service charge as shall be specified by the Bank from time to time.

b) I / We shall be personally / jointly and severally responsible for the overdrawn amount and to pay to the Bank such amount within three days of receiving its demand for payment along with accrued service charge / mark-up. In case I / we fail to pay within the said period, the Bank shall have the right to recover from me / any of us a sum equivalent to the prevailing interest rate of the Bank of the overdrawn amount as service charge / mark-up upto the date of payment / recovery of overdrawn amount by / from me / us and the cost and expenses incurred by the Bank in making the recovery, by way of liquidated damages and as agreed reasonable compensation.

11. I / We assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or other instruments deposited in my / our Account.

12. The rate and amount of profit determined by the Bank from time to time and payable on Savings Accounts shall be final and binding on me / us.

13. I / We agree that the Bank is subject to the anti-money laundering laws and regulations of Pakistan and the internal policy of the Bank. I / We agree to provide any information requested by the Bank for the purpose of complying with any such laws, regulations and policy in respect of the transactions in the local currency as well as foreign currency accounts and authorize the Bank to release the information to the investigating government agency in Pakistan and / or abroad and / or as may be required under any law.

14. Account not operated for twelve months will be classified as dormant and will be reactivated only upon written request of the Account Holder and may also require his / her physical presence

15. Deposits or instruments or articles of value (excluding deposits in favor of minor, government and court of law) in respect of which no transaction has taken place and no statement of Account has been requested or acknowledged during a period of ten (10) years shall be treated as unclaimed and shall be surrendered to State Bank of Pakistan in accordance with Section 31 of Banking Companies Ordinance 1962.

Additional Terms Applicable to

JOINT ACCOUNT

16. If the Account is opened in the names of two or more persons, the balance to the credit thereof at any time shall belong to the Customers jointly. Such persons shall be jointly and severally liable for all liabilities incurred on the Account and the Services.

17. Where an Account is operated with a single signing authority, oral and / or written instructions from any of the Customer's will be accepted at the Bank's discretion and will be binding on the other Customer. If such account is operated with joint signing authority, oral instructions will not be accepted from anyone or more joint account holders unless previously authorised by all account holders in writing.

18. That in the case of joint Accounts, the following further provisions shall apply:

a) Each of the signatory shall be deemed to have authorised and empowered the other

(i) to endorse and deposit for credit to such Account, any and all cheques, drafts, notes or other instruments or the payment of the money, payable or purporting to belong to either or both of the Customer's and should any such instrument(s) be received by the Bank without being so endorsed, the Bank shall be authorized in the absence of any instruction to the contrary, to endorse the same on the Customer's behalf and deposit it to the credit of such account, and

(ii) to issue to any of the Customer's order(s) that may be drawn hereunder against such Account.

b) Whether or not the death of any or all of the Customers shall have intervened, the Bank may continue to act from time to time in reliance upon any signing authority conveyed to the Bank until the Bank shall have received notice in writing from or on behalf of any of them that it has been terminated or revoked by operation of law or otherwise. Also, in the event of the death of any of the Customers, the amount of deposit to the credit of such Account at the time of the death in question shall belong to the survivors and may be disposed off by the Bank as such.

c) We authorize you that until anyone of us (in case of either or survivor account) or both / all of us (in case of a requirement for joint signatures) shall give notice in writing to the contrary to the Bank to honour and pay to the debit of such account all cheques, drafts and orders, all bills accepted and all notes made signed / endorsed by (either / both of) us, the Bank is authorized to pay or deliver to or to the order of the survivor(s) of us or the Legal Representatives of such survivor(s) any monies, securities or property standing to the credit of our Joint Account or held by the Bank for us.

19. If prior to acting on instructions received from one signatory where the Account is operated with single signing authority, the Bank receives contradictory instructions from another signatory, the Bank may, at its absolute discretion, only act on the instructions of all signatories notwithstanding that any relevant existing mandate or instructions specify otherwise.

20. Joint Accounts options are not applicable for unsecured loans (e.g. like Balance Transfer Facility).

Foreign Currency Accounts

21. I / We understand that maintenance and all types of transactions in Foreign Currency Accounts shall always be subject to the exchange control regulations and instructions of the State Bank of Pakistan as amended from time to time. The rate of profit on the said Account will be determined by the Bank from time to time. However, if, because of State Bank's regulations/ instructions, you are not able to pay me / us such return (inclusive of forward cover fee paid / payable) for any period, I / We hereby irrevocably authorize you to pay / utilize on my / our behalf, at your absolute discretion, any such amount which you are unable to pay because of the said SBP instructions. We understand and agree that if any restrictions on convertibility or transferability and / or expropriation, confiscation, requisition, nationalization or any other action by State Bank of Pakistan, Government of Pakistan and / or any other Government agency are placed on the Bank, the Bank shall have no liability to me / us and I / We shall not have any claim whatsoever against the Bank.

22. Subject to the above, the obligations of Bank with respect to the foreign currency account shall be performed by its branch where the Account is being maintained or by the registered office in Pakistan of the Bank and there shall be no liability on the Bank to settle or perform such obligations through its branches, associated / affiliated concerns / companies or holding company outside Pakistan.

23. Withdrawals from the Account shall be made only by cheques or by drafts of the Bank or telegraphic transfers in the currency of the Account at my / our request in writing or by authenticated cable or through CARD, INTERNET BANKING, PHONE BANKING, Mobit Internet Banking or any Alternate channel as authorized by me/us from time to time. The Head Office of the Bank and other branches will be under no obligation to pay its amount standing to the credit of the Account. The Branch of the Bank where the Account is opened shall be the sole place of payment if the on-line payment system is not operational, such request may be in the form of a cheque drawn upon the Bank, provided each such cheque is worded payable by sight draft in the currency of the Account. Any stamp, transmission or other charges related to withdrawals from the Account will be paid by me / us upon demand. I / We shall indemnify the Bank against forward cover losses if any.

24. The Bank shall have no responsibility for or liability to me / us for any diminution due to taxes or imposts or depreciation in the value of funds credited to the Account whether due to devaluation or fluctuation in the exchange rate or otherwise or for the unavailability of such funds due to refusal of the State Bank of Pakistan for the time being to sell foreign exchange necessary to meet the request for withdrawal, restriction on withdrawals or convertibility or transferability or for the requisition, compulsory transfers, or restraints of any character, acts of war, civil strife, exercise of military or usurped powers or any other causes beyond the Bank's control and in such circumstances neither the Head Office nor any Branch, Subsidiary or affiliate of the Bank shall be liable in respect thereof.

25. The Bank may deposit the funds in its control with such depository or depositories as the Bank may select.

26. I / We agree that the Account, the deposit or grant of any funds, its payment and any profit on same are governed by and are subject to the laws in effect from time to time at the Branch of the Bank where the Account has been opened which shall be the sole place of payment if the on-line system of the Bank is not operational. Any funds or profit thereon, payable at the said Branch shall only be payable in the currency of the Account.

27. Foreign currency, current or savings account and time deposits can be established in US Dollars, Pounds Sterling, Euro, Japanese Yen and such other currency as the Bank shall determine, as allowed by SBP and / or local regulations in force from time to time. The Bank reserves its right to decline handling of foreign currency cash transactions in one or more currencies at any time without assigning any reason.

Sole Proprietors Accounts

28. I agree that until I shall give notice in writing to the contrary the Bank may honor all cheques or other orders which may be drawn on the Accounts which the Bank has opened / is about to open in the name of the proprietorship or bills accepted or notes or negotiable instruments passed on behalf of the proprietorship provided such cheques, orders, bills, notes or negotiable instruments are signed by me and I request and authorize the Bank to debit such cheques, orders, bills, notes or negotiable instruments to the said Account with you.

Partnership Accounts

29. We, the Partners of the Firm, in whose name, the Account(s) is / are opened, request and authorize you to open and / or

continue the Account(s) in the name of our Firm until any one of us shall give you notice in writing to the contrary, to honor all cheques drawn or bills accepted or notes made of receipts for monies owing by you to the Firm signed by any one of us or our Manager and / or Officer(s) nominated in writing, whose specimen signature would be furnished, and to debit such cheques, orders, bills, notes and receipts to the Firm's Accounts with you. Being the partners of the firm we are jointly and severally liable to the Bank for all liabilities of the firm and the Bank may recover its claims from any or all of the partners of the firm.

30. Upon any partner ceasing to be a member of the Firm by death or otherwise you may, until you receive notice in writing to the contrary from us or any of us or the legal representatives or trustees of any of us, treat the surviving or continuing partners or the other partners for the time being as having full power to carry on the business of the Firm and to deal with its assets as freely as if there had been no change in or dissolution of the firm.

Savings Accounts

31. I / we confirm my / our understanding that the Profit / Loss on my / our Account would be determined by the Bank from time to time and the Bank alone will decide on the use and investment of the funds credited to my / our Account.

Notice / Term Deposit Receipts

32. The receipt issued will not be transferable or negotiable.

33. The amount of the deposit cannot be withdrawn unless the receipt is returned duly discharged by me / us on or after the due date of repayment mentioned on the receipt nor can withdrawals be made in parts by drawing cheques or drafts against the amount. In case of withdrawal of funds before maturity date of term deposit, premature encashment penalty for the remaining period shall be deductible at the rate specified in the currently applicable Schedule of Charges of the Bank.

34. The return / profit (as the case may be) on the amount of the deposit will cease to accrue on the date of notice terminating the deposit given by me / us to the Bank and in any event on the maturity date of the Deposit.

35. If the deposit amount is stated by me / us to be automatically renewable, each time the Deposit reaches maturity date it shall be automatically renewed for a like term at the profit rate prevalent on date of renewal unless the Bank receives or issues written notice to the contrary at least seven (7) business days before such maturity date.

36. The amount of the Deposit together with accrued return / profit will be repayable to me / us only on the maturity date (in case of Term deposits on the maturity date and in case of Notice deposit maturity date determined by the Notice) specified on the receipt against discharge thereof signed as per my / our specimen signature(s) and instruction(s).

37. The amount of the deposit and the profit thereon cannot in any way be assigned, transferred or charged to any third party by way of security PROVIDED that the Customer shall have the right to create a Loan or pledge the deposit in favour of any branch of the Bank to secure any financial accommodation made by such branch to the Customer or to any other person pursuant to the Customer's request. The Bank is not bound by notice of any assignment, transfer or charge in favour of a third party by way of security except in favour of any branch of the Bank as aforesaid.

38. The Customer acknowledges that any advice in respect of the deposits sent by Faysal Bank to him/her shall be deemed to be correct and binding on the customer unless Faysal Bank receives within fifteen days from the date of such advice any written notice to the contrary from the customer regarding any exception and / or any error therein.

39. Each time the Deposit reaches the maturity date bank shall act as per customer instructions unless the FBL Branch receives from the customer a written notice at least 7 business days prior to such maturity date. Profit payable during any renewed term shall be at the prevailing rate in effect for that term, at Faysal Bank for which the deposit is renewed.

Current Accounts

40. I / we agree that there is no profit payable on Current Accounts.

Cheque Book-Protection and Precautions

41. The cheque book may be collected by the Customer / his / her authorized representative from the Bank, within forty five (45) days of the request having been made, after which the cheque book shall be destroyed by the Bank. A new cheque book will be issued on receipt of request from the customer and relevant charges will be recovered from the Account. The account holder undertakes to keep any cheque book provided by the Bank safely and securely at all times. I / We shall not be personally / jointly and severally liable for any loss or damages as a result of loss/theft or forgery of cheque / cheque book if the same has been notified to the bank before the payment has been effected, however the bank would be liable to observe due diligence in good faith.

42. Illiterate customer will not be liable for cuttings and alterations on cheques, unless duly authenticated.

Standing Orders

43. I / We hereby agree that I / we shall maintain sufficient balance in my / our Account to enable the Bank to meet such Standing Orders as may be given to the Bank by me / us from time to time.

44. I / We agree that the Bank reserves the right on the date of effecting such Standing Orders as may be given to the Bank by me / us from time to time, to determine the priority of such Standing Orders against cheques presented for collection to the Bank or any other existing arrangement made with the Bank.

45. I / We agree that if the Account has insufficient funds to meet such Standing Orders as may be given to the Bank by me / us from time to time, the Bank may in its absolute discretion, choose to inform me / us of the same, and to decide whether or not to execute such Standing Orders. Provided that if there are insufficient funds in the Account, the Bank may cancel such Standing Orders as may have been given to the Bank by me / us from time to time, without notice to me / us.

46. The Standing Orders that may be given to the Bank from time to time shall remain in effect notwithstanding my / our death or Bankruptcy, until notice of such death or Bankruptcy is given to the Bank, in a manner acceptable to the Bank

47. Amendments to such Standing Orders as may be given to the Bank from time to time by me / us must reach the Bank at least one week before the next successive payment is due.

48. The Bank shall levy a charge in its absolute discretion for affecting any amendments to the Standing Orders given by me / us to the Bank from time to time, as well as for each new Standing Order. The Bank may also in its absolute discretion levy a charge for each Standing Order not effected by the Bank due to insufficient funds.

49. The Bank shall levy charge for each periodic payment effected by the Bank. This charge shall be additional to any cost, incidental postage and / or stamp duty, which may be paid by the Bank with respect to each periodic payment effected by the Bank.

50. I / We agree to indemnify the Bank from any loss or claims made against the Bank, in relation to or as a consequence of affecting any Standing Orders as may be given to the Bank by me / us from time to time.

Stop Payment

51. I / We agree that any or all requests made by me / us to the Bank to stop payment on a cheque or cheques shall be made in writing using the Stop Payment Form fully identifying the cheque, including without prejudice to the generality of the foregoing such information as (i) Cheque Number, (ii) Date, (iii) Payee's Name and (iv) Amount. Same instructions may also be given through Phone Banking or any other Alternate Channel

52. I / We agree that the Bank may levy a charge in its sole discretion for each stop payment request and the Bank shall have the right to debit my / our Account with the amount of such charge.

Transfer of Funds

53. I / We agree that the Bank shall not be liable to follow any requests to transfer funds as may be made by me / us to the Bank from time to time, unless sufficient funds for the purpose are available in my / our Account.

54. I / We agree that the Bank shall comply with any requests to transfer funds, as may be made by me / us to the Bank from time to time, subject to all laws, regulations, decree, administrative rules or orders of the Government of Pakistan or the State Bank of Pakistan, as may be in force from time to time in respect of the availability and transferability of funds.

55. I / We agree to indemnify the Bank and to hold the Bank harmless against any loss suffered by or any claims made against the Bank as a consequence of a request to transfer funds, as may be made by me / us to the Bank from time to time.

Cheque Proceeds

56. I / We hereby agree that in case of proceeds of a cheque being credited directly into my / our Account, the Bank reserves the right to reverse the credit entry at any time, in the event that the cheque presented for collection to the issuing Bank, is returned unpaid for any reason whatsoever. In the event of the Bank reversing a credit entry as above, I / we hereby agree that I / we shall have no right to claim against the Bank by presenting a Proceeds Certificate issued to me / us by the Bank from time to time or by any other means whatsoever.

57. The Bank may on crediting any such amount give a value date in the future. I / We shall not have any right to withdraw or draw against the amount so credited till the value date so given.

Securities

58. I / We agree that the Bank shall not be liable to purchase such securities as may be indicated by me / us to the Bank from time to time, unless sufficient funds for the purpose are available in my / our Account.

59. I / We agree that the Bank shall not credit my / our Account with any funds, until such time as proceeds of securities, and/or quarterly, semiannually rent/profit, as I / we may request the Bank to encash on my / our behalf, from time to time, are received at the Bank.

60. I / We hereby agree to indemnify the Bank against any loss suffered by or claim received against the Bank, in relation to or as a consequence of the purchase or encashment of securities by the Bank, on my / our behalf from time to time.

Indemnity and Liability

61. I / We shall not hold the Bank liable and responsible and shall not claim against it anything in any manner, in relation to or as a consequence of such action by the bank on / our behalf from time to time or if any of my / our instructions are not complied with or any delay takes place in complying with these instructions for reasons which are beyond the Bank's control.

62. I / We irrevocably and unconditionally agree at all times hereafter to fully indemnify the Bank and its respective officers, directors, employees and representatives, agents and contractors from and against all sorts of losses, damages, costs, charges, expenses of whatsoever nature if any suffered, sustained and incurred whether directly or indirectly by the Bank, its successors in interest, administrators, and assigns and howsoever arising out of or in connection with suits, claims, actions, demands, liabilities, proceedings of whatsoever nature made or brought or filed against the Bank by whomsoever in connection with these terms arising out on account of the Bank opening the Account and providing such banking services as requested by me / us or in connection with the Bank acting upon my / our instructions.

Death

63. In the event of my / our death / bankruptcy, credit balances will only be released and / or withdrawals allowed against a valid succession certificate, letter of administration or probate from a Court of competent jurisdiction. In case of death of any of us, unless, specific account operating mandate is given for operation of the Accounts by the survivor, the Bank would

allow operation or withdrawal only against succession certificate, letter of administration or probate. The Bank will be liable to take any aforementioned action only after notification of such demise has been received by the Bank or as & when become aware of it from any other reliable source.

Bank's Lien and Set-off

64. In the event the Bank shall accept or incur any liability on my / our request, the Bank shall have a lien, charge and right of set-off, at its discretion and without giving notice to me / us, on all funds, monies, securities and other properties of whatsoever nature belonging to me / us in the possession of the Bank for the due repayment of such liability. In the event of any default by the Account Holder the Bank without further notice to the Account Holder may take such steps to dispose or realize the properties as it may deem fit and use the proceeds of such disposal or realization in settlement of all my / our outstanding dues.

Disclosure

65. I / We understand and agree that the Bank shall endeavor to preserve the secrecy of my / our Account. Nevertheless, the Bank is authorized to make such disclosure in respect of my / our Account(s) or me / us as may be required by any court order or competent authority or agency under the provisions of applicable law and / or otherwise be required to protect the interest of the Bank or for verification of Bank statement.

Card

Debit Cards will be governed by the term and conditions which will be sent along with the welcome pack, and can be found at https://www.faysalbank.com In case of disagreement, kindly do not activate the card or sign the card. Please return it to Faysal Bank Limited, cut-in-half.

Funds Transfer through Alternate Channels

66. The CARD HOLDER shall ensure that the particulars of the Funds Transfer request are complete and correct so as to enable a successful transfer of funds from his / her Account into the beneficiary's Account.

67. While making a Funds Transfer on ATM or any ALTERNATE CHANNEL the responsibility for entering the correct account number and other details will be that of the Customer. The Bank shall not be responsible for the entering of incorrect account number on the part of the CARD HOLDER, but in the event of the CARD HOLDER requesting a reversal and admitting to entering the incorrect account number the Bank may at its discretion and as per its policies and procedures reverse the transfer. However, notwithstanding the above, it is clarified that the Bank shall only make the reversal if it is first able to recover the amount from the beneficiary and the receiving Bank.

68. The CARD HOLDER shall pay all service charges, transaction fees and / or any other charges related to the Funds Transfer, which may be imposed by the Bank or by the beneficiary's Bank as per Schedule of Charges accordingly.

Utility Bill Payment Service through Alternate Channels

69. The CARD HOLDER hereby authorizes the Bank to accept instructions given to the Bank by him/her through the ATM or any ALTERNATE CHANNEL to debit the CARD HOLDER's Account to pay the DESIGNATED UTILITY PROVIDER.

70. The CARD HOLDER hereby accepts and agrees that the Bank shall not be held liable for any failure or delay or error on the part of the DESIGNATED UTILITY PROVIDER to record and effect any payment that the CARD HOLDER instructs the Bank to make using this Utility Bill Payment Service.

Cash Deposit through Alternate Channels

71. The CARD HOLDER accepts that any cash deposited through the ATM / CDM with the use of the Card is entirely at the risk and responsibility of the CARD HOLDER and is subject to verification by the Bank. The CARD HOLDER agrees that if the amount deposited is rejected by the ATM / CDM due to non-acceptance of the currency notes by the ATM/CDM or due to the notes being soiled, the Bank would not be responsible. Any discrepancy shall be notified, failing which the transaction shall be deemed to be accepted by the CARD HOLDER as correct. In the case of a claim on the part of the CARD HOLDER, the Bank will only modify the entry for the claimed amount after verifying such claim with the Bank's respective records.

SMS Alert Facility

72. The CARD HOLDER hereby subscribes to the SMS Alert facility of the Bank whereby the CARD HOLDER shall receive Short Messaging Service ("SMS") alerts on the CARD HOLDER's Mobile Phone Number in the form of customized messages. The CARD HOLDER shall not be able to undertake any transaction through the SMS Alert facility. The SMS alerts shall only be sent to the mobile phone number which has been specifically provided by the CARD HOLDER for the purposes of this clause.

73. Such SMS alerts will be available to the CARD HOLDER only if the CARD HOLDER is within the cellular service range of the particular cellular service provider of the CARD HOLDER.

74. If the CARD HOLDER suspects that there is an error in the information contained in the SMS alert sent to him, he / she shall inform the same to the Bank as soon as possible and the Bank shall endeavor to correct the error wherever possible on a best effort basis.

75. The CARD HOLDER agrees that the SMS Alert facility provided to the CARD HOLDER is an additional facility for his / her convenience and is susceptible to delay, error, omission and / or inaccuracy. The CARD HOLDER shall not hold the Bank liable for any loss, damages etc. that may be incurred / suffered by the CARD HOLDER on account of the SMS Alert facility.

76. The Bank shall not be liable for any unauthorized use / access to the information and or SMS alert sent by the Bank to the Mobile Phone Number of the CARD HOLDER or for fraudulent duplicate or erroneous use / misuse of such information by any third person.

77. Notwithstanding the above, it is clarified that even though the CARD HOLDER has hereby subscribed to the SMS Alert facility, the SMS alert delivery is made on best effort basis and is dependent on TELCOs. Furthermore, the Bank reserves the right to send the SMS alerts to only those CARD HOLDERS who are availing the services of a specific cellular service provider.

78. The Customer hereby authorizes the Bank to send promotional messages including the products of the Bank, greetings or any other messages the Bank may choose to send from time to time. The Customer agrees, unconditionally and irrevocably, that such messages / calls made by the Bank or its agents will not be considered as a breach of privacy.

79. The Customer acknowledges and accepts that the Services being provided are dependent on the infrastructure, connectivity and services being provided by the Telcos within and outside the country and that the timelines and accuracy of the information sent by the Bank will depend on factors affecting the Network within and outside the country. The Bank shall not be liable for non-delivery or delayed delivery of information nor for error, loss or distortion in transmission of information to the Customer under these uncontrollable circumstances.

80. The Bank will not be held responsible for any failure or delay on the part of the Telco to reload prepaid airtime of the Customer nor will the Bank be concerned with or held responsible for the suspension or permanent / temporary blocking of airtime allocated to Customers utilizing post paid airtime from the Telco. Customer complaints against the Telco will be addressed directly by and between the Customer and the respective Telco.

81. The services being provided by the Bank in relation to mobile phone banking facility may be temporarily suspended at anytime for the purpose of carrying out repair and maintenance work in respect thereof, such suspension may also be carried out with respect of any security procedure required to be followed by the bank

82. The customer acknowledges that the services of the Bank will be implemented in different phases and that the Bank may decide to add certain facilities in addition to the Services already provided. Conversely, the Bank may in its absolute discretion decide to cancel or remove any part of or the entire services being provided to the customer at any time with 30 days prior notice in respect thereof.

83. The Services being offered by the Bank shall be subject to charges as provided in the Schedule of Charges (SOC) of the Bank, which may be revised from time to time and communicated through revised/latest SOC. Further, the Customer shall be liable for payment of aforementioned services and/or such airtime or other charges which may be levied by the Telco or the Bank in connection with receiving the Alerts. In the event that the Customer is required to make any payment in connection with the use of the Services, the Bank shall have the right to debit the Customer's Account(s) with the Bank. However, in case neither the customer pays the charges nor sufficient balance available in his/her account, the Bank reserves the right to suspend the Services without any prior notice.

Phone Banking

84. In consideration of the Bank's acceptance of oral instructions from the Account Holder over the telephone in connection with such facilities as may from time to time form part of the Bank's Phone Banking services the Account Holder agrees and undertakes as follows:

a) The Account Holder will not deny the veracity of any such oral instructions. Furthermore, the Account Holder agrees not to use, or allow any third party to use, any phone banking services for fraudulent or unlawful purpose.

b) Any oral instructions received by the Bank after verification of the Customer as per the Bank policy, shall be deemed to be binding upon the Customer. The conversation may be monitored and tape recorded but the Bank shall not be obliged to provide such recording to the Customer and that such tape recording shall be conclusive proof and the same may be produced by the Bank as evidence in any court of law or relevant tribunal or other proceeding of whatsoever nature or in resolving any dispute between the Bank and the Account Holder.

c) The Bank shall at its discretion, be at absolute liberty (without any obligation to do so) to refuse to accept or give effects to any the instructions given verbally if, in the sole opinion of the Bank, the authenticity of such instructions is doubtful or the Bank is otherwise unable to give effect to the instructions.

d) The customer acknowledges that in the issues of verbal instructions in accordance with this mandate for utilizing any of the services, such as verbal, telephonic instruction involves inherent risk, including but not limited to risk associated with fraud and unintended/erroneous instructions, which the bank cannot eliminate. The use of phone banking services implies that customer fully understands the limitations and inherent risk of verbal instructions for carrying out financial transactions and agrees to the conditions of use in force at that time. The customers hereby exempts the Bank and it employees of all responsibility and accepts any and all risks associated with execution of instruction specifically given by him in accordance with this mandate.

e) In case any error arises as a result of taking instruction at customer's request by Phone Banking, customer can notify the bank and can register a complaint which will be resolved within 07 business days.

f) All Accounts opened by the Account Holder and transactions undertaken by using the phone banking services shall be governed by the terms and conditions applicable to such Account as modified from time to time by the Bank and notified to the Account Holder and that the TPIN or codes shall be kept confidential by the Account Holder and the Account Holder shall not share the same with any other person. The Account Holder shall be liable for any misuse of the same, and agrees to indemnify the Bank against all consequences of such misuse.

Internet Banking

Internet Banking can be activated by FBL customer and will be governed by the terms and conditions accepted by him at the time of signup.

Mobit Mobile Banking

By accepting following terms and conditions the Customer:

85. Irrevocably authorizes the Bank to debit his / her Bank Accounts which have been prescribed by him / her at the time of registration for execution of all transactions/services undertaken using Mobit Mobile banking.

86. Agrees that he / she is aware and accepts that Mobit Mobile Banking services offered by the Bank will enable him / her to execute any financial transaction using mobile phone within the limit prescribed by the Bank.

87. Agrees that the facility entitles him / her to use only a mobile phone registered in his / her name with the Mobile Service Provider and undertakes to use the facility only through the registered mobile number which has been used to register for the facility.

88. The Bank reserves the rights to offer the facility to only those Customers who are availing service of a specific Mobile Service Provider.

89. The Customer shall be required to acquaint himself with the process for using the facility and the Bank shall not be responsible for any error made by the Customer while using the facility.

90. The Bank reserves the right to decide what services may be offered, making additions / deletions to the services offered under the facility at its sole discretion. The Customer acknowledges and agrees that the Bank may, in its sole and absolute discretion, with 30 days prior notice and from time to time add to vary, alter, suspend or remove any part of or all of the Mobile Banking, or any function or feature of Mobile Banking, without giving any reason and without incurring any liability.

91. The instructions of the Customer shall be effected only after authentication of the Customer by verification of his / her USER ID and MPIN.

92. It shall be the endeavor of the Bank to carry out the instructions received from the Customers promptly. However, the Bank shall not be responsible for delay / failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The Customer expressly authorizes the Bank to access his / her Account information required for offering the services under the facility and also to share the information regarding his / her Accounts with the service provider / third party as may be required to provide the services under the facility.

93. The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.

94. The Customer understands that the Bank may send rejection or cannot process the request messages for the service request(s) sent by the Customer which could not be executed for any reason.

95. The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential. However, the Bank shall not be responsible for any inadvertent divulgence or leakage of confidential Customer information for reasons beyond the control of the Bank.

96. The Customer expressly authorizes the Bank to carry out all requests / transactions purporting to have been received from his / her mobile phone and authenticated with his / her MPIN without having to verify the authenticity of every request / transaction.

97. In the case of payment facilities like bill payment, the Customer shall be deemed to have expressly authorized the Bank to make the payment when a request is received from him / her.

98. It is the responsibility of the Customer to advise the Bank of any change in his / her mobile number or loss / theft , misuse or unauthorized use of his / her mobile phone contacting the bank at the first possible instance at: UAN : 111 000 325 or 111 06 06 06

99. It is the responsibility of the Customer to ensure the correctness of the information supplied by him / her to the Bank through the use of the facility or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The customer may, in certain cases, request the Bank to stop the transfer or transaction by calling the designated helpline of the Bank. The Bank shall comply with the request only where it is operationally possible to do so and this shall vary from case to case. The Bank shall, at its sole discretion, decide whether it is possible to stop a transaction or execute. The Customer shall agree to hold harmless and indemnify the Bank against any loss, costs, claims, damages, expenses, liabilities or proceedings, which the Bank may incur or suffer as a result of acting upon or delaying to act upon or refraining from acting upon the aforesaid stop payment instructions.

100. If the Customer notices an incorrect, erroneous or unauthorized transfer of funds using the Mobit Mobile Banking, whether on receipt of the periodic statement or otherwise or any other omission, the Customer must immediately inform the Bank at the designated helpline and provide a written confirmation.

101. The Bank and the Mobile Service Provider will conduct an investigation and report their findings to the Customer and correct any error, if so required.

102. The Customer accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and the Customer shall not have any claim against the Bank in an event of any loss / damage suffered by the Customer as a consequence of an inaccurate information provided by the Bank

103. The Customer undertakes to take full responsibility in protecting the security of Mobile Banking Login ID, Login PIN, and MPIN / FPIN (i.e., Mobile / Financial PIN). The Customer might be advised to change the PINs on a frequent basis and:

    a) The Customer undertakes to ensure that the PINs are kept confidential; and to not let any person have access to his / her mobile banking Account.

    b) If the Customer forgets the Mobile Banking PINs, he / she may reset his/her password via the password change procedure defined at that time by the Bank.

104. The Customer agrees and undertakes not to use Mobit Mobile Banking or any related services for any illegal or improper purposes. For this, the Customer agrees to ensure that:

    a) He shall provide the Bank such information and / or assistance as is required by the Bank for the performance of the Services and / or any other obligations of the Bank under this Agreement.

    b) He shall not at any time provide to any person, with any details of the Accounts held by the Bank including the passwords, account number and ATM / Debit Card numbers.

105. The Customer agrees that he shall not respond to any email / letter / SMS asking his login ID, mobile number, Login PIN and MPIN / FPIN. The Bank shall not be responsible in case of any financial loss arising against any of such breach or compromise.

106. The Customer shall keep himself / herself updated with regard to any information / modification relating to the services offered under the facility, including the limits and frequency of permitted transaction, which would be publicized on the websites and at the branches. The Bank shall not be responsible if the Customer fails to do so.

107. The Customer shall be liable for all loss if he / she has breached the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure on his / her part to advise the Bank within a reasonable time about any unauthorized access to the Account.

108. The Customer can request for termination of the facility by contacting the Bank. Notwithstanding the termination of the said facility, the Customer shall remain accountable for all the transactions made prior to confirmation of any such cancellation request on the Customer's Account.

109. The Bank may, at its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time with 30 days prior notice to the Customer. The facility may be suspended for any maintenance or repair work or in case of any emergency or for security reasons. The Bank shall endeavor to give a reasonable notice for withdrawal or termination of the facility but shall not be responsible if such an action has to be taken for reasons of security or emergency.

110. The Bank may also terminate or suspend the services under the facility without prior notice , for security reasons, if the Customer has violated the terms and conditions laid down by the Bank or the death of the Customer is brought to the notice of the Bank.

111. The Services being offered by the Bank shall be subject to charges as provided in the Schedule of Charges (SOC) of the Bank, which may be revised from time to time and communicated through revised/latest SOC. In the event that the Customer is required to make any payment in connection with the use of the Services, the Bank shall have the right to debit the Customer's Account(s) with the Bank.

Miscellaneous

112. Bank assumes no responsibility if the cheque could not be collected in time due to reasons beyond bank's control. However in case of delay or loss in collection of cheques the bank will make necessary follow ups with the concerned for swift resolution

113. Cheques or other negotiable instruments deposited by the Customer that have been dishonored may be returned by post or special messenger to the Customer at his / her last known mailing address with the Bank at the risk and expense of the Customer concerned

114. I / We hereby agree that on my / our request in writing to the Bank to that effect, which the Bank may, in its sole discretion accept or reject, the Bank may open additional Accounts to be operated upon in the same manner and by the same persons as are authorized in the Customer Relationship Form for the original Account opened in my / our name(s).

115. The Bank may transfer any or all my / our Account(s) at its sole discretion to any of its branches and can close, earmark, freeze, suspend dealings on any or all of my / our Accounts at its sole discretion without assigning any reason thereof or under law or practice or at the instance of any Court, administrative order or otherwise without prior notice to me/us and without incurring any risk, responsibility or liability for any breach of trust, obligation or duty on its part.

116. Any change in address will be communicated to the Bank. The Post office and other agents of delivery shall be considered to be the agents of the constituents for all delivery of letters, negotiable instruments, remittances etc. and I / we understand that the Bank will not assume any responsibility for any mishandling, incorrect-delivery, delayed delivery, non-delivery, impairment, deterioration, damage, reduction, misappropriation, embezzlement, loss and theft, any negligence and mistake whatsoever committed by the employee(s), authorized representatives / agents of Pakistan Post / Courier or any other agents of delivery in performing their service, duties, functions, responsibilities thereof including transmission of letters, documents, negotiable instruments, remittances etc including any shortage of cheque leaves of cheque book sent by post on my / our request.

117. The Bank shall be entitled to rely on the existing information and instructions of the Customer until such aforesaid change of particulars have been notified in writing to the Bank and acknowledged by the Bank

118. I / We accept that the provision of any overdraft facility or other accommodation by the Bank to me / us may be granted or refused at the sole discretion of the Bank. The continuance or withdrawal of such facility or accommodation at any time is also at the Bank's sole discretion.

119. In case of pricing of interest or markup on overdraft, bank may charge a fixed or floating rate, as agreed with their customers, in accordance with the prevailing rules and regulations.

120. I / we am / are liable for any overdraft or other facilities arising in connection with any of the Accounts and the Bank is authorized to debit any of the Accounts with all or any commission and other banking charges, costs and expenses (including any legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time in its absolute discretion. I / We will also pay to the Bank any such amounts, in the manner and at such times, as may be required by the Bank in its absolute discretion.

121. As regards any and all amounts credited to the Accounts during the period when any overdrafts or any other banking facilities in connection therewith are being provided by the Bank to me / us, such amounts shall firstly be applied by the Bank to reduce any mark-up payable on the overdraft or any other banking facilities until the mark-up payable on the overdraft or any other banking facilities is paid in full. Then and only then shall any such amounts so credited be applied to reduce the principal amount of any such overdraft or any other banking facilities.

122. The Bank shall not be responsible and liable to me / us in any manner for any diminution, depreciation, impairment, reduction, non-convertibility, non-transferability, loss and unavailability of funds in their respective Accounts due to taxes, cesses duties, seizure, confiscation, devaluation, fluctuation in exchange rates and any other act beyond the control of the Bank.

123. The Bank may correct wrong and incorrect posting of the entries generated by manual or IT system's mistake without any undue loss to the Customer. The Customer shall be informed of such a correction by the Bank"

124. The Bank may amend any charges for services provided subject to incorporation in the Schedule of Charges.

125. The Bank shall not be liable to me / us for any losses, damages or delay attributable in whole or in part to the acts or omission of any government or government agency or any other event outside the Bank's control including, without limitations, strikes, industrial action, equipment failure or interruption of power supplies.

126. The Customer acknowledges that all products / services / requests availed through Phone Banking facility or through any ALTERNATE CHANNEL would, in addition, be governed under the terms and conditions for such products / services / requests which the Customer undertakes to have read and understood. The terms and conditions shall be binding upon the Customer.

127. The Customer undertakes to pay all bank charges for all services to which he / she may subscribe / avail from time to time. The Bank reserves the right to recover all such charges / fees etc. at prevalent rates from the Account of the Customer at any time. The Bank reserves the right to temporarily or permanently deactivate all such services in case there are insufficient funds in the Account.

128. The Bank shall be entitled to sell, assign or transfer the Bank's right and obligations under the Terms and any security in favour of the Bank (including all guarantee(s)) to any person of the Bank's choice in whole or in part and in such manner and on such terms and conditions as the Bank may decide. Any such sale, assignment or transfer shall conclusively bind the Customer and all other persons.

129. In the event of any stop payment / service deactivation instruction issued by the Customer, the Bank reserves the right to ask for written instructions and / or further information for confirmation / verification. The instructions would be effected by the Bank during a one (1)-hour period commencing upon receipt of the same. The time at which the Bank received the aforementioned information or instructions will be determined and certified solely by the Bank and such determination shall be binding and conclusive on the Customer.

130. The Customer shall take all necessary precautions to ensure that there are no mistakes and errors and that the information given to the Bank is error free, accurate, proper and complete at all points of time. On the other hand in the event of the Customer's Account receiving an incorrect credit by reason of a mistake committed by some other Person, the Bank shall be entitled to reverse the incorrect credit at any time whatsoever without the consent of the Customer. The Customer shall be liable and responsible to the Bank and agrees to accept and abide by the Bank's instructions in respect of reversing any unfair or unjust gain made by the Customer as a result of the same. The Customer shall be informed of such a reversal by the Bank.

131. The Bank has the right to change the frequency and manner of use of services, withdrawal limits, operating hours, and transaction types, facilities and services available at any point in time. The Bank also reserves the right to periodically update its schedule of charges and may debit the Account of the Customer as per the prevailing schedule of charges.

Closing of Account / Relationship

132. The Bank reserves the right at its sole discretion and with or without any notice to the Customer, to close the Account, which is not being operated in a manner satisfactory to the Bank or for any other reason whatsoever, without disclosing the reason for closure of the said Account to the Customer. The Bank also reserves the right to terminate any other type of relationship(s) e.g. lockers, CARDS etc.

133. The Bank shall have discharged its liability with respect to an Account so closed by mailing to the Customer at his / her last known address a Bank draft in the currency of such Account, payable to the order of the Customer in the amount of the

then credit balance of such Account less deductions in respect of any claim that the Bank may have on such funds constituting the credit balance.

134. On closure of an Account, any unused cheques, CARD, and locker key(s) relating to the Account, must be returned forthwith by the Customer to the Bank. Alternatively, it must be confirmed to the satisfaction of the Bank in writing that the unused cheques and relationship card have been destroyed.

135. The Bank reserves the right, in exceptional or unusual events, circumstances, transactions, development in relation to the Customer or Customer's Account at its sole discretion, with or without notice to the Customer, to immediately block or suspend the operations of the Account till the resolution of the event or issue to the satisfaction of the Bank, without any liability being incurred by the Bank and for which the Customer is deemed to have authorized the Bank accordingly.

Disclosure of Information

136. a) The customer agrees that the bank or their contractors may hold and process his / her personal information and all other information including transactional records concerning his / her account(s) on computer for analysis, credit scoring, marketing, processing of Statement of Accounts, and other purposes.

b) The Customer also agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, in fulfillment of a request by a regulatory authority, for credit rating by recognized credit scoring agencies and / or for fraud prevention purposes.

Disclosure of Information [Foreign Account Tax Compliance Act (FATCA)]

137. a) I / We hereby confirm that the information provided by me/us above is, correct, true, accurate and complete. I / We hereby declare that the provided supporting documents are necessary for completion of the account opening process. I/ We agree with the US status documented above for my/our account.

b) I / We hereby further confirm that the information as filled by me/us in FORM W-9, FORM W-8 BEN, FORM W-8BEN-E is/are correct, true, accurate, complete and signed by me/ us in front of the Bank officials. I/ We hereby confirm that based on my/our provided, submitted documentation and information, the bank has ascertained my/our FATCA status and updated the same in the bank's records and subsequently in systems.

c) I / We hereby undertake that in case of any material change(s) in the circumstances affecting to my/our US person/FATCA status, I/We would immediately intimate about such change(s) to the bank, and in case if the change(s) would not be intimated by me/ us within 90 days, then I / We shall be solely responsible and will keep indemnified and hold harmless the bank against any losses costs, expenses, legal charges sustained/suffered by the Bank, as a consequence of such change.

d) I /We agree that post opening of my/our account, and subsequently if there has been a change in my/our FATCA status and I/We am/ are identified as US Person; then I/ We will provide all the documentation as required/ demand by the Bank to support my FATCA status. I /We further provide the bank with the right to close my/our account, if I/We fail to provide/ submit such information/ documentation within 90 days of change of my/our FATCA status.

e) I understand that based on my/our provided information/ documentation, the bank has classified my/our account with a status of “US person”. I/We hereby unequivocally (subject to applicable local laws of Pakistan authorize(s) bank or any of its affiliates (including branches) to disclose and share any information with domestic and overseas tax authorities, wherever necessary, to establish my tax liability in any jurisdictions as per the requirements under Foreign Account Tax Compliance Act (FATCA) or to any court or any other competent authority where the bank is under obligation to furnish information /documentation.

f) Based on the information as provided by me/us above, If my/our account is classified with a status of “US person”, I/We hereby unequivocally (subject to applicable local laws of Pakistan) authorize(s) bank or any of its affiliates (including branches) to provide any reports which may be required by IRS or any local Regulatory Body for Foreign Account Tax Compliance Act (FATCA) compliance

Disclosure of Information [Common Reporting Standard (CRS)]

138. a) I/We hereby confirm that the information provided by me/us above is, correct, true, accurate and complete. I / We hereby declare that the provided supporting documents are necessary for completion of the account opening process. I/ We agree with the Tax Residence status documented above for my/our account.

b) I/We hereby further confirm that the information as filled by me/us in Tax Residency Self Certification Forms is/are correct, true, accurate, complete and signed by me/ us in front of the Bank officials. I/ We hereby confirm that based on my/our provided, submitted documentation and information, the bank has ascertained my/our Tax Residency status and updated the same in the bank's records and subsequently in systems.

c) I/We hereby undertake that in case of any material change(s) in the circumstances affecting to my/our Tax Residency status, I/We would immediately intimate about such change(s) to the bank, and in case if the change(s) would not be intimated by me/ us within 30 days, then I / We shall be solely responsible and will keep indemnified and hold harmless the bank against any losses costs, expenses, legal charges sustained/suffered by the Bank, because of such change.

d) I / We agree that post opening of my/our account, and subsequently if there has been a change in my/our Tax Residency status and I/We am/ are identified as Reportable Person; then I/ We will provide all the documentation as required/ demand by the Bank to support my Tax Residency status. I /We further provide the bank with the right to close my/our account, if I/We fail to provide/ submit such information/ documentation within 30 days of change of my/our CRS status.

e) I / We understand that based on my/our provided information/ documentation, the bank has classified my/our account with a status of “Reportable person”. I/We hereby unequivocally (subject to applicable local laws of Pakistan authorize(s) bank or any of its affiliates (including branches) to disclose and share any information with domestic and overseas tax authorities, wherever necessary, to establish my tax liability in any jurisdictions as per the requirements under Income Tax Ordinance or to any court or any other competent authority pursuant to intergovernmental agreements to exchange of account information where the bank is under obligation to furnish information /documentation

f) Based on the information as provided by me/us above, If my/our account is classified with a status of “Reportable person”, I/We hereby unequivocally (subject to applicable local laws of Pakistan) authorize(s) bank or any of its affiliates (including branches) to provide any reports which may be required by FBR or any local Regulatory Body for Common Reporting Standard (CRS) compliance.

g) I / We confirm that under no circumstances shall the Bank or its employees be liable for any direct, indirect, incidental, consequential damages that may result in any way from their reliance on the information I have provided.

Account Statements

139. The Bank will issue and send to the Customer statement of account ("Statement") either in the form of physical statement or an e- statement as per frequency / Charges stipulated by State Bank Of Pakistan at the cost mentioned under Schedule of Charges. The Customer expressly acknowledges that where the Bank sends E - Statement at his / her given email address, he / she is aware of the fact that email delivery is susceptible to some risks like non-delivery and / or delivery at another address and hereby expressly waives any right against the Bank and that no liability shall accrue against the Bank.

140. The Bank shall not be held liable for any break down, malfunction, erroneous or unauthorized transmissions or access to the Electronic Statement of Account and / or any claims made by the Customer for any implied or express obligation of confidentiality / Non-disclosure on part of the Bank, which may result as a consequence of the Bank complying with the Customer's request for Statement of Account via email.

141. The Bank may at any time terminate the mandate of Electronic Statement of Account by notice to the Customer in writing, without assigning any reason.

142. Customer may notify any discrepancies in statement of accounts within 45 days from the date of issue, after which bank's statement will be considered final.

Governing Law

143. These terms and conditions shall be governed and be subject to the substantive and procedural laws of Islamic Republic of Pakistan, including all notifications, directives, circulars and regulations of the State Bank of Pakistan and / or provincial or federal government or any other local authority or body, and shall be deemed to be modified to the extent required for compliance with the Governing Laws.

144. Interpretation of terms and conditions mentioned in account opening form will be considered final and binding however matter would be referred to State Bank of Pakistan in case of any dispute and the decision of State Bank of Pakistan shall be final and binding.

145. "I" "We" "Account Holder" or "Customer" shall include any customer operating an Account with Faysal Bank and where appropriate any person authorized to give instructions in relation to the Account and in the case of a joint Account or an Account other than that of an individual, all account holders or authorized signatories each of whom shall be deemed to have joint and several obligations to the Bank.”

General Information on Banking Services

State Bank of Pakistan has defined guidelines of Business conduct for bank which sets standards of good banking practice for banks to follow when dealing with customers

1) Account Opening Procedure

- Accounts of new customers or existing customers can be opened at FBL Branches. Type of account product is selected by customer based on his/her need. Proper identification in the form of CNIC/SNIC/Passport for foreign Nationals/ NICOP/ POC/ARC will be required in case of individual account, before the bank opens any account which will be independently verified by the bank. The account shall be opened after completing necessary due diligence including NADRA verification through verisys or bio-metric technology. Customer to provide other documents as required by the Bank for various types of accounts such as individual / entity etc. Customer to mention mode of operations of account in case of joint/entity account. Each account shall possess a distinctive number, which shall be quoted in all correspondence with the Bank in relation to the account.

2) Banks' Obligation to Maintain Confidentiality of Customers' Information

- Bank or their third party contractors for an outsourced arrangement may hold and process his/her personal information and ensure confidentiality of customer's information. Bank may disclose customer's information to regulatory authority as per their request.

3) Complaint Handling

- In case customer have any complaint he/she can write an email on Complaint_Management_Unit@faysalbank.com or place your complaints through drop box at nearest Branch or call phone banking officer at 111-06-06-06.

4) Rights and Obligations of Customer Related to Account

- Customer who has deposited the money has the right to draw money to the extent to available funds (net of any charges/fees/taxes) during banking hours and via ATM. Customer has the right to enquire about balance and transactions held in customer accounts. Customer has the right to know fees and charges applicable on his /her account. It is customer obligation to keep bank updated of his/her contact/address details, submit updated CNIC copy and any other important document. For Further details related to schedule of charges please visit our website: www.faysalbank.com

5) Type of Accounts & Operations

Current Account

- Current account is for customers who want to make transactions on regular basis with the bank. In Current account, amount can be deposited and withdrawn at any time without giving any notice.
- There is no profit payable on Current Account. Faysal Bank presently offers various types of Current Account including Faysal Sahulat, Faysal Business First, Basic Banking Account & Faysal Asaan Account.
- No deduction of Zakat from the Current Account. However With holding or any other tax/duty may apply as per applicable law.

6) Saving Account

- Saving Account is type of account on which profit is paid based on average balance maintained as per payout frequency defined by the Product.
- Profit will be determined by prevailing regulations / directive of SBP issued from time to time and the Banks' own policies. Latest profit rate are available in branches. Zakat and WH Tax are also applicable as per law.

7) Deposits & Withdrawal

- Any sum to be deposited in the account should be accompanied by duly filed deposit slip showing the name and number of the account to be credited & depositor's signature. Such deposited must be entered at cash counter only and is validated by the bank electronically.
- A Customer can make over the counter withdrawals from the Bank by submitting the cheque or via ATM as per the limit defined on ATM Cards.

8) Profits payment

- Payment of profit will be made after tax deduction of withholding tax as per prevailing regulations/directives of the State bank of Pakistan and is subject to change without prior notice.
- No profit or interest is paid on current accounts whether in respect of Local or Foreign Currency.

NOTE: Current prevailing Profit payment frequencies and calculations are given in the Schedule of Charges.

9) Rights of set off by the bank

- In the event of any default by the Account Holder the Bank has the right to lien, charge and right of set-off, against the settlement of all outstanding dues by giving prior notice of 30 days to the customer.

10) Zakat Deduction

- Zakat, where applicable, shall be deducted on valuation date from applicable accounts having balance in excess of exempted limits as declared for that particular Zakat year.

- Declaration on prescribed Performa for exemption of deduction of Zakat will registered with the Bank at least one month prior to the valuation date or as per Zakat Rules applicable from time to time. Zakat will be deducted as per Zakat & Ushr Ordinance 1980

11) Requirement of Closing Account

- On closure of an Account, any unused cheques, Card, and locker key(s) relating to the Account, must be returned forthwith by the Customer to the Bank and account balance shall be zero. Alternatively, it must be confirmed to the satisfaction of the Bank in writing that the unused cheques have been destroyed.

12) Dormant & Unclaimed Deposits

- **Current Accounts and Savings Accounts inactive/not operated for one year would be classified as Dormant Accounts. Dormant Accounts will be reactivated only upon the written request of the customer in person along with attested copy of computerized National Identity Card (CNIC).**
- **In case of no transaction & statement of account requested by customer during a period of ten (10) years shall be surrendered to State Bank of Pakistan as unclaimed deposits. These funds can be claimed by customers by providing the original application of refund with verified attested signature, attested copy of CNIC of the claimant and succession certificate in case of deceased customer.**

13) Cheques

- Cheques shall be made in writing and by providing following information as (i) Date (ii) Payee's Name and (iii) Amount (iv) Authorized signature.
- Cheque through intra city clearing will be realized on 2nd working day from the date of lodgment.
- The cheque may be realized through same day clearing from the designated branch if amount exceeds Rs. 500,000 and above and lodgment /drawee banks falls within 5 KM NIFT defined area.
- For intercity clearing it takes 3 working days and charges defined are as per Schedule of charges available at FBL branches and website.
- Where a cheque crossed generally bears across its face an addition of the word "account payee" between the two parallel transverse line constituting the general crossing, the cheque, besides being crossed generally, is said to be crossed" account payee".
- Where a cheque is crossed "account payee" it shall cease to be negotiable; and it shall be the duty of the banker collecting payment of the cheque to credit the proceeds thereof only to the account of the payee named in the cheque.
- “Not Negotiable” cheques are treated to be not transferable and cannot be transferred from one account to another.
- “Or Bearer” of the cheque means that the cheque can be withdrawn by the person who is holding it.
- Bank may levy a charge in its sole discretion for each stop payment request and the Bank shall have the right to debit customers Account with the amount of such charge.
- Cheques or other negotiable instrument deposited by the customers that have been dishonored may be returned to the customers for the reasons such as difference in signature, insufficient funds, cheque is out dated and etc.

14) Operation of the Joint Account

- Where an Account is operated with a single signing authority written instructions from any of the Customer's will be accepted and will be binding on the other Customer.
- If the Account is opened in the names of two or more persons, the balance to the credit thereof at any time shall belong to the Customers jointly. Such persons shall be jointly and severally liable for all liabilities incurred on the Account and the services.
- If the Account is opened in the names of two or more persons with the mode of operation in account with either or survivor, either of the customer can run the account and shall be solely liable for all liabilities incurred on the Account and the Services.
- In case of deceased account where mode of operation in account is either or survivor, the survivor should be requested to withdraw the funds and open a new account.

Urdu Terms and Conditions are available at Faysal Bank branches and on our website www.faysalbank.com

اُردو شرائط و ضوابط فیصل بینک کی برانچ اور ہماری ویب سائٹ www.faysalbank.com پر دستیاب ہے۔

Acceptance of Terms & Conditions and Declarations

I / We declare that I / We have read and understood the Bank's Terms and Conditions and have agreed to be bound by them by signing the Acceptance thereof. I / We confirm having received a duplicate copy of the Form and a copy of the Terms and Conditions.

I / We further agree to abide by any amendment(s) to the said General Terms and Conditions applicable to any accounts made by Faysal Bank Limited from time to time and by any regulations, directions and circulars issued by the State Bank of Pakistan provided it has been notified 30 days in advance. I / We agree to provide all such documents which Faysal Bank Limited may require for the subscription of additional facilities.

Customer Name کسٹمر کا نام

Customer Signature & Stamp Required (If Company / Organization) کسٹمر کے دستخط اور مطلوبہ مہر (اگر کمپنی/ادارہ ہے)

Customer Name کسٹمر کا نام

Customer Signature & Stamp Required (If Company / Organization) کسٹمر کے دستخط اور مطلوبہ مہر (اگر کمپنی/ادارہ ہے)

Witness 1 گواہ نمبر 1

Name نام _____

CNIC / Passport No. سی این آئی سی/ پاسپورٹ نمبر _____

Address پتا _____

_____

Signature دستخط _____

Witness 2 گواہ نمبر 2

Name نام _____

CNIC / Passport No. سی این آئی سی/ پاسپورٹ نمبر _____

Address پتا _____

_____

Signature دستخط _____

For Bank Use Only صرف بینک کے استعمال کے لیے

Documents Checked by دستاویزات کی جانچ پڑتال کرنے والے افسر کا نام _____

Initial Deposit ابتدائی ڈپازٹ _____

Marketed by and Code Number فروخت کنندہ کا نام اور کوڈ شمار/نمبر _____

Segment شعبہ ☐ Retail ریٹیل ☐ Corporate کارپوریٹ ☐ Commercial کمرشل ☐ Agriculture زرعی

Authorized for Opening of Account BM / OM : اکاؤنٹ کھولنے کے لیے مجاز بزنس منیجر/آپریشنز منیجر کا نام _____

Date تاریخ

Documents Required

Individual / Sole Proprietor

- ☐ Attested copy of valid CNIC/ SNIC / NICOP/ POC / ARC/ Passport (in case of Foreign National residing in Pakistan, attested copy having valid visa on it) and Form QA-22 required only for LCY accounts. (original required for verification by Bank's staff).
- ☐ Two Passport size photograph right and left thumb impressions (In case an individual is an illiterate person or has shaky signatures.
- ☐ **If CNIC is without photograph** then following additional documents are required:
  - ☐ A duly attested copy of either driving license, service card, Nikkah Nama, birth certificate, Educational degree/certificate, pension book, insurance certificate.
  - ☐ A photograph duly attested by gazette officer/Nazim/Administrator/banks FTE officer.
  - ☐ A copy of CNIC without photograph duly attested by the same person who attested the photograph
  - ☐ **In case of a Salaried Person** attested copy of Certificate from the employer (bearing NTN # of employer in case of Sole-Proprietor & Partnership), OR Service Card, OR Most Recent Salary Slip.
- ☐ **For Self Employed Individual Accounts,** Proof of Earning/Source of Income establishing business existence.
- ☐ For small businesses / proprietor where constituent documents are not available, any proof of existence of business which may include but not limited to Cash Memo, Visiting Card etc.

In case of Minor's Accounts

- ☐ Legible copy of form "B" (issued by NADRA), Birth Certificate (original required for verification by Bank's staff) or Student ID Card (as appropriate).
- ☐ Attested copy of Guardian valid CNIC/ SNIC / NICOP/ POC / ARC/ Passport (in case of Foreign National residing in Pakistan, attested copy having valid visa on it) and Form QA-22 required only for LCY accounts. (Original required for verification by Bank's staff).
- ☐ In case where the "Major" is not a legal guardian of "Minor", court order would be required.

Sole Proprietors Account

- ☐ Account opening requisition on business letter head along with rubberstamp.
- ☐ Declaration of proprietorship on Business Letter head as per Bank Format along with rubber stamp.
- ☐ Copy of Sales tax registration or NTN Certificate.
- ☐ Certificate or proof of membership of trade bodies etc. (where applicable) Registration certificate for registered concerns.
- ☐ Any other documents (if required).

Partnership

- ☐ Attested copy of valid CNIC/ SNIC / NICOP/ POC / ARC/ Passport (in case of Foreign National residing in Pakistan, attested copy having valid visa on it) of all Partners and Form QA-22 required only for LCY accounts. (Original required for verification by Bank's staff).
- ☐ Certified copy of partnership deed duly signed by all partners (endorsed by concerned Registrar/ Office in case of Registered Partnership Deed).
- ☐ Attested copy of Registration Certificate with registrar of firms (endorsed by concerned Registrar/ Office in case of Registered Partnership Deed).
- ☐ Partnership Mandate; preferably on letterhead stating the mode of operandi of the account by the partners
- ☐ NTN Certificate (where Available)
- ☐ Any other documents (if required).

Limited Company / Corporations

- ☐ Certified copies of:
  - ☐ Resolution of Board of Directors for opening of account with FBL specifying the person(s) authorized to operate the company account.**
  - ☐ Memorandum and Articles of Association (Duly certified to be true by SECP)
  - ☐ Certificate of Incorporation.
  - ☐ Certificate of Commencement of Business. or its equivalent in other Countries for Foreign companies*
  - ☐ Attested copies of CNIC / NICOP / POC / ARC or passport (with valid visa) of all directors.
  - ☐ List of Directors on Form 29 duly certified by SECP.
  - ☐ List of Directors on Form - A / Form - B issued under Companies Ordinance 1984; as applicable.
  - ☐ NTN (If available)
  - ☐ List of Directors on Company Letter Head (In order to verify the details in Form A29 and request the company to provide revised FORM A29 in case of any difference) (i) Company Stamp shall be affixed with signatures of signatories. (ii) Attested photocopy of CNIC /SNIC/ NICOP / POC / ARC / Passport (with valid Visa) of all individual (Natural Person) shareholders holding 20% or above stake (10% or above in case of IR clients)) in Company / Corporation
  - ☐ For legal persons holding shares equal to 20% or above, in addition to any other relevant document including certificate of incorporation, photocopies of identity documents such as CNIC / NICOP / POC / ARC / Passport (with valid Visa) of their individual shareholders holding 20% or more stake of that legal person.
  - ☐ Any other documents (if required).

Trust / Club / Society / Association/ NGOs / NPOs / Charities

- ☐ Resolution of the Governing Body / Board of Trustees / Executive Committee, if it is ultimate governing body, for opening of account authorizing the person (s) to open and operate the account.
- ☐ Account Opening Request on entity's letterhead for opening account with Faysal Bank
- ☐ Certified copy of Certificate of registration / Instrument of Trust.
- ☐ Certified copy of by laws or Rules and regulation
- ☐ An undertaking signed by all signatories to inform the bank in case of change of list of signatories
- ☐ Attested copy of the CNIC / NICOP / POC / ARC or Passport (with valid Visa) of the authorized signatories and of the members of the Governing Body / Board of Trustees / Executive Committee, if it is ultimate governing body.
- ☐ Customer's Physical Verification Report (CPVR) of the entity's registered and key business place (s).
- ☐ For NGOs / NPOs / Charities, any other document as deemed necessary including its annual accounts / financial statements or disclosures in any form which may help to ascertain the details of its activities, sources and usage of funds in order to assess the risk profile of the prospective customer.
- ☐ Undertaking required by all authorized signatories in case of any change in authorized signatories' bank will be informed accordingly
- ☐ Undertaking duly signed by all Board of directors on ultimate control, purpose and source of funds etc
- ☐ Undertaking duly signed by all Board of directors to inform the bank about any change of control or ownership during operation of account
- ☐ Any other documents (if required).